

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
000142		See Block 16C		See Schedule	
5. PROJECT NO. (If applicable)		USTDC			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)	
NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899		KSC		CODE KSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.			
ASRC AEROSPACE CORP Attn: NONE SPECIFIED 6303 IVY LN, STE-300 GREENBELT MD 20770-6302		(x)			
		9B. DATED (SEE ITEM 11)			
		10A. MODIFICATION OF CONTRACT/ORDER NO.			
		NAS1003006			
		10B. DATED (SEE ITEM 13)			
		03/01/2003			
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Net Increase:

\$23,222,101.02

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 18-52.232-77 LIMITATION OF FUNDS (MAR 1989)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purpose of this modification is to add incremental funding in the amount of \$23,222,101.02 for a total contract obligation amount of \$376,927,478.56. This funding is considered to be adequate for contract performance through April 16, 2010 per contractor's email dated January 26, 2010.

2. The following page changes shall be made to the contract to incorporate the above modifications.

Section B

3. Replace page 13, 13.1, 13.2 and 13.3 with the attached revised page 13, 13.1, 13.2 and Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Roy M. Colvin II	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	1-26-10

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NAS1003006/000142PAGE OF
2 2NAME OF OFFEROR OR CONTRACTOR
ASRC AEROSPACE CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	13.3. 4. All other terms and conditions remain unchanged.				

B.3 CONTRACT FUNDING (NFS 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost and fees in accordance with the Limitation of Funds clause, the total amounts allotted by the Government to this contract is \$376,927,478.56. The period of performance through which it is estimated these funds will cover, are specified in Table B-4 and B-5.

(b) Total amount of ARRA funding obligated under this contract and shown under Table B-5 are specifically for the payment of cost and fees for performance of the ARRA-funded effort and requirements specified in Task Orders (TO) 625, 626, and 627. The allotment for performance of TO 625, 626, and 627 covers the following estimated period of performance: August 31, 2009 through September 30, 2010.

**Table B-4
CONTRACT FUNDING**

Contract Mod		FUNDING				Adequate through date	Contract Value
		Estimated Cost	Award Fee	Incentive Fee	Total Cost & Fee		
1						4/30/2003	\$4,334,267
2						5/30/2003	\$2,208,012
4						7/11/2003	
5						8/4/2003	
6						9/3/2003	\$8,339,265
7						10/17/2003	
8						11/21/2003	\$2,097,273
9						11/21/2003	
10						1/2/2004	\$11,453,640
11						2/6/2004	
12							(\$51,803)
13						4/5/2004	
14							\$4,835,575
15						4/23/2004	
16						5/27/2004	
17						6/18/2004	
18							\$3,048,651
19						7/8/2004	
20						7/9/2004	
21						8/6/2004	
22						9/30/2004	
23						10/8/2004	\$4,564,822
24						11/12/2004	
25						11/16/2004	
26						12/30/2004	\$4,200,702
27						12/30/2004	
28						1/28/2005	
29						2/9/2005	\$15,081,736
30							(\$566,966)
31						3/8/2005	
33						5/31/2005	
34						7/15/2005	\$1,277,695
35						8/12/2005	
36						8/19/2005	
37						8/28/2005	
38						8/29/2005	\$6,846,822
39						9/30/2005	
40						10/31/2005	

Table B-4
CONTRACT FUNDING

Contract Mod		FUNDING				Adequate through date	Contract Value
		Estimated Cost	Award Fee	Incentive Fee	Total Cost & Fee		
42						11/30/2005	
43						12/31/2005	
44						12/31/2005	
45						12/31/2005	
46						1/9/2006	
47							\$15,953,809
48						1/20/2006	
49							(\$61,865)
50						2/24/2006	
51						3/31/2006	
52						5/1/2006	
53						8/11/2006	
54						8/30/2006	\$15,219,265
56						9/11/2006	
57						9/22/2006	
58						9/22/2006	
59							\$6,219,674
60						9/28/2006	
61						9/29/2006	
62						11/17/2006	
63						11/24/2006	
64						12/1/2006	
65						1/8/2007	\$32,796,779
67						3/30/2007	
68						6/29/2007	
69							\$14,965,848
70						8/17/2007	
71						9/3/2007	
74						9/17/2007	
75						9/17/2007	
76							\$9,337,508
77						9/24/2007	
78						9/28/2007	
79						10/19/2007	
82						10/26/2007	
83						11/2/2007	
84						1/4/2008	
85						1/18/2008	
86							\$63,321,600
88						2/22/2008	

Table B-4
CONTRACT FUNDING

Contract Mod		FUNDING				Adequate through date	Contract Value
		Estimated Cost	Award Fee	Incentive Fee	Total Cost & Fee		
90						4/8/2008	
91						4/9/2008	
92						6/10/2008	
94						8/3/2008	
95						8/31/2008	
98						9/5/2008	
99							\$ 22,129,721
100						9/19/2008	
101						9/30/2008	
103						10/20/2008	
104						11/28/2008	
105						12/22/2008	
107						12/23/2008	
108						1/21/2009	\$ 67,287,112
109							\$ 10,473,217
110						4/10/2009	
112						5/22/2009	
113						5/22/2009	
115						6/12/2009	
116						6/22/2009	
117						6/30/2009	\$ 6,473,210
118						8/12/2009	
119						8/19/2009	
120						9/4/2009	
121						9/14/2009	
122						9/14/2009	
123						10/9/2009	
125						11/6/2009	
126						11/12/2009	
130						11/16/2009	
131						11/30/2009	
132						12/1/2009	\$62,084,662
133						12/4/2009	
134						12/4/2009	
136						12/14/2009	
138						12/30/2009	
139						1/15/2010	
142						4/16/2010	
Total						4/16/2010	\$393,850,231

Table B-5

Contract Mod	Task Orders	COTRACT FUNDING - RECOVERY & REINVESTMENT ACT OF 2009 FUNDING				Adequate through date	Contract Value
		CLINS	Estimated Cost	Award Fee	Total Cost & Fee		
127	625	7				9/30/2010	
128	626	8				9/30/2010	
129	627	9				9/30/2010	
Total						9/30/2010	

See Totals on Page 13.3

Page 13.3

Contract Mod	Task Orders	COTRACT FUNDING - RECOVERY & REINVESTMENT ACT OF 2009 FUNDING					Contract Value
		CLINS	Estimated Cost	Award Fee	Total Cost & Fee	Adequate through date	
140	625	7				9/30/2010	
	626	8				9/30/2010	
	627	9				9/30/2010	
Total						9/30/2010	

Contract Mod	Task Orders	COTRACT FUNDING - RECOVERY & REINVESTMENT ACT OF 2009 FUNDING					Contract Value
		CLINS	Estimated Cost	Award Fee	Total Cost & Fee	Adequate through date	
141	625	7				9/30/2010	
	626	8				9/30/2010	
	627	9				9/30/2010	
Total						9/30/2010	

See Totals on Page 13.3

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
000143		See Block 16C		4200331445	
5. PROJECT NO. (If applicable)		USTDC			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)	
NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899		KSC		NASA/Kennedy Space Center Office of Procurement MAIL CODE OP-ES ATTN: Joyce C. McDowell KENNEDY SPACE CENTER FL 32899	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.			
ASRC AEROSPACE CORP Attn: NONE SPECIFIED 6303 IVY LN, STE-300 GREENBELT MD 20770-6302		(x)			
		9B. DATED (SEE ITEM 11)			
		10A. MODIFICATION OF CONTRACT/ORDER NO.			
		NAS1003006			
		10B. DATED (SEE ITEM 13)			
		03/01/2003			
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase:		\$275,044.00	
See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 18-52.232-77 LIMITATION OF FUNDS (MAR 1989)				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>3</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
The purpose of this modification is for the following:					
1. To deobligate funds in the amount of : from PLI# 228 ALI# 3.					
2. To provide incremental funding in the amount of					
3. The total net change in incremental funding is in the amount of \$275,044 for a total contract obligation amount \$377,202,522.56. This funding is considered to be adequate for contract performance through April 17, 2010 per contractor's e-mail dated February 23, 2010					
4. The following page changes shall be made to the contract to incorporate the above					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
		Edwin Martinez			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				Edwin Martinez (Signature of Contracting Officer)	
				16C. DATE SIGNED	
				2/23/2010.	
NSN 7540-01-152-8070 Previous edition unusable					
STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243					

NAME OF OFFEROR OR CONTRACTOR
ASRC AEROSPACE CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>modifications.</p> <p>Section B</p> <p>3. Replace page 13,13.1, 13.2 and 13.3 with the attached revised page 13, 13.1, 13.2 and 13.3.</p> <p>4. All other terms and conditions remain unchanged.</p> <p>Delivery Location Code: KSC NASA/Kennedy Space Center KENNEDY SPACE CENTER FL 32899 USA</p>				

B.3 CONTRACT FUNDING (NFS 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost and fees in accordance with the Limitation of Funds clause, the total amounts allotted by the Government to this contract is \$377,202,522.56. The period of performance through which it is estimated these funds will cover, are specified in Table B-4 and B-5.

(b) Total amount of ARRA funding obligated under this contract and shown under Table B-5 are specifically for the payment of cost and fees for performance of the ARRA-funded effort and requirements specified in Task Orders (TO) 625, 626, and 627. The allotment for performance of TO 625, 626, and 627 covers the following estimated period of performance: August 31, 2009 through September 30, 2010.

**Table B-4
CONTRACT FUNDING**

Contract Mod		FUNDING				Adequate through date	Contract Value
		Estimated Cost	Award Fee	Incentive Fee	Total Cost & Fee		
1						4/30/2003	\$4,334,267
2						5/30/2003	\$2,208,012
4						7/11/2003	
5						8/4/2003	
6						9/3/2003	\$8,339,265
7						10/17/2003	
8						11/21/2003	\$2,097,273
9						11/21/2003	
10						1/2/2004	\$11,453,640
11						2/6/2004	
12							(\$51,803)
13						4/5/2004	
14							\$4,835,575
15						4/23/2004	
16						5/27/2004	
17						6/18/2004	
18							\$3,048,651
19						7/8/2004	
20						7/9/2004	
21						8/6/2004	
22						9/30/2004	
23						10/8/2004	\$4,564,822
24						11/12/2004	
25						11/16/2004	
26						12/30/2004	\$4,200,702
27						12/30/2004	
28						1/28/2005	
29						2/9/2005	\$15,081,736
30							(\$566,966)
31						3/8/2005	
33						5/31/2005	
34						7/15/2005	\$1,277,695
35						8/12/2005	
36						8/19/2005	
37						8/28/2005	
38						8/29/2005	\$6,846,822
39						9/30/2005	
40						10/31/2005	

Table B-4
CONTRACT FUNDING

Contract Mod		FUNDING				Adequate through date	Contract Value
		Estimated Cost	Award Fee	Incentive Fee	Total Cost & Fee		
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43						12/31/2005	
44						12/31/2005	
45						12/31/2005	
46						1/9/2006	
47							\$15,953,809
48						1/20/2006	
49							(\$61,865)
50						2/24/2006	
51						3/31/2006	
52						5/1/2006	
53						8/11/2006	
54						8/30/2006	\$15,219,265
56						9/11/2006	
57						9/22/2006	
58						9/22/2006	
59							\$6,219,674
60						9/28/2006	
61						9/29/2006	
62						11/17/2006	
63						11/24/2006	
64						12/1/2006	
65						1/8/2007	\$32,796,779
67						3/30/2007	
68						6/29/2007	
69							\$14,965,848
70						8/17/2007	
71						9/3/2007	
74						9/17/2007	
75						9/17/2007	
76							\$9,337,508
77						9/24/2007	
78						9/28/2007	
79						10/19/2007	
82						10/26/2007	
83						11/2/2007	
84						1/4/2008	
85						1/18/2008	
86							\$63,321,600
88						2/22/2008	

Table B-4
CONTRACT FUNDING

Contract Mod		FUNDING				Adequate through date	Contract Value
		Estimated Cost	Award Fee	Incentive Fee	Total Cost & Fee		
90						4/8/2008	
91						4/9/2008	
92						6/10/2008	
94						8/3/2008	
95						8/31/2008	
98						9/5/2008	
99							\$ 22,129,721
100						9/19/2008	
101						9/30/2008	
103						10/20/2008	
104						11/26/2008	
105						12/22/2008	
107						12/23/2008	
108						1/21/2009	\$ 67,267,112
109							\$ 10,473,217
110						4/10/2009	
112						5/22/2009	
113						5/22/2009	
115						6/12/2009	
116						6/22/2009	
117						6/30/2009	\$ 6,473,210
118						8/12/2009	
119						8/19/2009	
120						9/4/2009	
121						9/14/2009	
122						9/14/2009	
123						10/9/2009	
125						11/6/2009	
126						11/12/2009	
130						11/16/2009	
131						11/30/2009	
132						12/1/2009	\$62,084,662
133						12/4/2009	
134						12/4/2009	
136						12/14/2009	
138						12/30/2009	
139						1/15/2010	
142						4/16/2010	
143						4/17/2010	
Total						4/17/2010	\$393,850,231

Table B-5

Contract Mod	Task Orders	CONTRACT FUNDING - RECOVERY & REINVESTMENT ACT OF 2009 FUNDING				Adequate through date	Contract Value
		CLINS	Estimated Cost	Award Fee	Total Cost & Fee		
127	625	7				9/30/2010	
128	626	8				9/30/2010	
129	627	9				9/30/2010	
Total						9/30/2010	

Page 13.3

Contract Mod	Task Orders	CONTRACT FUNDING - RECOVERY & REINVESTMENT ACT OF 2009 FUNDING					Contract Value
		CLINS	Estimated Cost	Award Fee	Total Cost & Fee	Adequate through date	
140	625	7				9/30/2010	
	626	8				9/30/2010	
	627	9				9/30/2010	
Total						9/30/2010	

Contract Mod	Task Orders	CONTRACT FUNDING - RECOVERY & REINVESTMENT ACT OF 2009 FUNDING					Contract Value
		CLINS	Estimated Cost	Award Fee	Total Cost & Fee	Adequate through date	
141	625	7				9/30/2010	
	626	8				9/30/2010	
	627	9				9/30/2010	
Total						9/30/2010	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
144				4200334052	
6. ISSUED BY		CODE		5. PROJECT NO. (If applicable)	
NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899		KSC		USTDC	
7. ADMINISTERED BY (If other than Item 6)		CODE		KSC	
NASA/Kennedy Space Center Office of Procurement MAIL CODE OP-ES ATTN: Joyce C. McDowell KENNEDY SPACE CENTER FL 32899					
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)		(X)		9A. AMENDMENT OF SOLICITATION NO.	
ASRC AEROSPACE CORP Attn: NONE SPECIFIED 6303 IVY LN, STE-300 GREENBELT MD 20770-6302					
CODE		FACILITY CODE		9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
				NAS1003006	
				10B. DATED (SEE ITEM 13)	
				03/01/2003	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Net Increase:

\$6,759,333.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 18-52.232-77 LIMITATION OF FUNDS (MAR 1989)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

1. The purpose of this modification is to add incremental funding to the contract in the net amount of \$6,759,333 for a total contract obligation amount of \$383,961,855.56. This funding is considered to be adequate for contract performance through May 10, 2010 per contractor's e-mail dated March 25, 2010. This modification also updates the Contract Value, Award Fee and Incentive Fee. Current contract value is \$393,850,231.

2. Section B, Table B-1 is updated to reflect the most current value of the work authorized as identified in Attachment J-10, Contract Value, Award Fee and Incentive Fee.

3. Section B, Table B-2 is updated to reflect the most current Adjusted Target Costs and Available Award Fee as identified in Attachment J-10, Contract Value, Award Fee and Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Roy M. Colvin II	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	
(Signature of person authorized to sign)			
NSN 7540-01-152-8070 Previous edition unusable		16B. UNITED STATES OF AMERICA	
		(Signature of Contracting Officer)	
		16C. DATE SIGNED	
		3/26/10	

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	NAS1003006/144	2	2

NAME OF OFFEROR OR CONTRACTOR
ASRC AEROSPACE CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Incentive Fee.</p> <p>4. Section B, Table B-4 is updated to reflect updated incremental funding and contract value.</p> <p>5. Section J, LIST OF ATTACHMENTS; Attachment J-10, Contract Value, Award Fee and Incentive Fee, is updated to reflect the most current value of the work authorized on the contract. The contents of the task orders listed in contract Attachment J-10 are hereby incorporated by reference.</p> <p>6. The following page changes shall be made to the contract to incorporate the above modification:</p> <p>Section B Replace page 5 with the attached revised page 5. Replace page 7 with the attached revised page 7. Replace page 13,13.1, and 13.2 with the attached revised page 13, 13.1, and 13.2.</p> <p>Section J; Attachment J-10 Replace pages with the revised pages (via electronically submitted).</p> <p>7. All other terms and conditions remain unchanged. Delivery Location Code: KSC NASA/Kennedy Space Center KENNEDY SPACE CENTER FL 32899 USA</p>				

Table B-2

Adjusted Target Cost & Award Fees

Contract Year	Adjusted Target Cost*	Available Award Fee**	Earned Award Fee	Score	Rating
Base Period					
CY1 Award to 9/30/03				92	Excellent
CY2 10/01/03 - 9/30/04				92	Excellent
CY3 10/01/04 - 9/30/05				95	Excellent
CY4 10/01/05 - 9/30/06				97	Excellent
CY5 10/01/06 - 9/30/07				96	Excellent
Option 1					
CY6 10/01/07 - 9/30/08				97	Excellent
Option 2					
CY7 10/01/08 - 9/30/09				97	Excellent
Option 3					
CY8 10/01/09 - 9/30/10					
Option 4					
CY9 10/01/10 - 9/30/11					
Option 5					
CY10 10/01/11 - 9/30/12					
*Adjusted target cost equals the sum of the adjusted target costs for all task orders issued within each contract year.					
**AAF equals the sum of the AAF for all task orders issued within each contract year.					

B.2 CONTRACT VALUE, AWARD FEE, AND INCENTIVE FEE**(a) Contract Value**

The Contract Value is comprised of the estimated cost, award fee, and incentive fee reflected in Table B-1, Contract Value. The adjusted target cost for award fee performance evaluation purposes, the amount of available award fee (AAF), and the earned award fee (EAF) are reflected in Table B-2, Adjusted Target Cost & Award Fees. The available incentive fee (AIF) and earned incentive fee (EIF) are reflected in Table B-3, Incentive Fee.

Table B-1				
Contract Value				
Contract Period	Estimated Cost*	Award Fee**	Incentive Fee***	Contract Value
Base Period				
03/01/03 to 9/30/07				
Option 1				
10/01/07 - 9/30/08				
Option 2				
10/01/08 - 9/30/09				
Option 3				
10/01/09 - 9/30/10				
Option 4				
10/01/10 - 9/30/11				
Option 5				
10/01/11 - 9/30/12				
Totals:				393,850,231
<p>*Estimated cost will initially equal the adjusted target cost plus other direct costs. However, as actual costs are reported, projected and/or finalized for CY1 the estimated cost will be adjusted accordingly. Subsequently the estimated cost will equal the "adjusted" estimated cost for CY1 plus the target cost for the subsequent CY until such time as the subsequent CY's target cost is "adjusted." This process will be repeated throughout the contract.</p>				
<p>**Award fee equals the sum of the available award fee for the current contract year plus the earned award fee for completed contract years as reflected in Table B-2.</p>				
<p>*** Incentive fee equals the available incentive fee for the current contract period plus the earned incentive fee from completed contract periods as reflected in Table B-3.</p>				

B.3 CONTRACT FUNDING (NFS 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost and fees in accordance with the Limitation of Funds clause, the total amounts allotted by the Government to this contract is . The period of performance through which it is estimated these funds will cover, are specified in Table B-4 and B-5.

(b) Total amount of ARRA funding obligated under this contract and shown under Table B-5 are specifically for the payment of cost and fees for performance of the ARRA-funded effort and requirements specified in Task Orders (TO) 625, 626, and 627. The allotment for performance of TO 625, 626, and 627 covers the following estimated period of performance: August 31, 2009 through September 30, 2010.

Table B-4
CONTRACT FUNDING
FUNDING

Contract Mod	Estimated Cost	Award Fee	Incentive Fee	Total Cost & Fee	Adequate through date	Contract Value
1					4/30/2003	\$4,334,267
2					5/30/2003	\$2,208,012
4					7/11/2003	
5					8/4/2003	
6					9/3/2003	\$8,339,265
7					10/17/2003	
8					11/21/2003	\$2,097,273
9					11/21/2003	
10					1/2/2004	\$11,453,640
11					2/6/2004	
12						(\$51,803)
13					4/5/2004	
14						\$4,835,575
15					4/23/2004	
16					5/27/2004	
17					6/18/2004	
18						\$3,048,651
19					7/8/2004	
20					7/9/2004	
21					8/6/2004	
22					9/30/2004	
23					10/8/2004	\$4,564,822
24					11/12/2004	
25					11/16/2004	
26					12/30/2004	\$4,200,702
27					12/30/2004	
28					1/28/2005	
29					2/9/2005	\$15,081,736
30						(\$566,966)
31					3/8/2005	
33					5/31/2005	
34					7/15/2005	\$1,277,695
35					8/12/2005	
36					8/19/2005	
37					8/28/2005	
38					8/29/2005	\$6,846,822
39					9/30/2005	
40					10/31/2005	

Table B-4
CONTRACT FUNDING

Contract Mod		FUNDING				Adequate through date	Contract Value
		Estimated Cost	Award Fee	Incentive Fee	Total Cost & Fee		
42						11/30/2005	
43						12/31/2005	
44						12/31/2005	
45						12/31/2005	
46						1/9/2006	
47							\$15,953,809
48						1/20/2006	
49							(\$61,865)
50						2/24/2006	
51						3/31/2006	
52						5/1/2006	
53						8/11/2006	
54						8/30/2006	\$15,219,265
56						9/11/2006	
57						9/22/2006	
58						9/22/2006	
59							\$6,219,674
60						9/28/2006	
61						9/29/2006	
62						11/17/2006	
63						11/24/2006	
64						12/1/2006	
65						1/8/2007	\$32,796,779
67						3/30/2007	
68						6/29/2007	
69							\$14,965,848
70						8/17/2007	
71						9/3/2007	
74						9/17/2007	
75						9/17/2007	
76							\$9,337,508
77						9/24/2007	
78						9/28/2007	
79						10/19/2007	
82						10/26/2007	
83						11/2/2007	
84						1/4/2008	
85						1/18/2008	
86							\$63,321,600
88						2/22/2008	

Table B-4
CONTRACT FUNDING

Contract Mod		FUNDING				Adequate through date	Contract Value
		Estimated Cost	Award Fee	Incentive Fee	Total Cost & Fee		
90						4/8/2008	
91						4/9/2008	
92						6/10/2008	
94						8/3/2008	
95						8/31/2008	
98						9/5/2008	
99							\$ 22,129,721
100						9/19/2008	
101						9/30/2008	
103						10/20/2008	
104						11/26/2008	
105						12/22/2008	
107						12/23/2008	
108						1/21/2009	\$ 67,267,112
109							\$ 10,473,217
110						4/10/2009	
112						5/22/2009	
113						5/22/2009	
115						6/12/2009	
116						6/22/2009	
117						6/30/2009	\$ 6,473,210
118						8/12/2009	
119						8/19/2009	
120						9/4/2009	
121						9/14/2009	
122						9/14/2009	
123						10/9/2009	
125						11/6/2009	
126						11/12/2009	
130						11/16/2009	
131						11/30/2009	
132						12/1/2009	\$62,084,662
133						12/4/2009	
134						12/4/2009	
136						12/14/2009	
138						12/30/2009	
139						1/15/2010	
142						4/16/2010	
143						4/17/2010	
144						5/10/2010	
Total						5/10/2010	\$393,850,231

Table B-5

Contract Mod	Task Orders	COTRACT FUNDING - RECOVERY & REINVESTMENT ACT OF 2009 FUNDING					Contract Value
		CLINS	Estimated	Award	Total Cost	Adequate through date	
127	625	7				9/30/2010	
128	626	8				9/30/2010	
129	627	9				9/30/2010	
Total						9/30/2010	

Contract Mod	Task Orders	COTRACT FUNDING - RECOVERY & REINVESTMENT ACT OF 2009 FUNDING					Contract Value
		CLINS	Estimated Cost	Award Fee	Total Cost & Fee	Adequate through date	
140	625	7				9/30/2010	
	626	8				9/30/2010	
	627	9				9/30/2010	
Total						9/30/2010	

Contract Mod	Task Orders	COTRACT FUNDING - RECOVERY & REINVESTMENT ACT OF 2009 FUNDING					Contract Value
		CLINS	Estimated Cost	Award Fee	Total Cost & Fee	Adequate through date	
141	625	7				9/30/2010	
	626	8				9/30/2010	
	627	9				9/30/2010	
Total						9/30/2010	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000145		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
6. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899		7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Office of Procurement MAIL CODE OP-ES ATTN: Joyce C. McDowell KENNEDY SPACE CENTER FL 32899		5. PROJECT NO. (If applicable) USTDC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC AEROSPACE CORP Attn: NONE SPECIFIED 6303 IVY LN, STE-300 GREENBELT MD 20770-6302		(x) 9A. AMENDMENT OF SOLICITATION NO.		CODE KSC	
CODE		9B. DATED (SEE ITEM 11)			
FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1003006			
		10B. DATED (SEE ITEM 13) 03/01/2003			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

☐ is extended, ☐ is not extended.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule
Net Increase: \$11,447,065.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 18-52.232-77 LIMITATION OF FUNDS (MAR 1989)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purpose of this modification is to add incremental funding to the contract in the net amount of \$11,447,065 for a total contract obligation amount of \$395,408,920.56. This funding is considered to be adequate for contract performance through June 21, 2010 per contractor's e-mail dated April 21, 2010. The Contract Value is changed to \$405,297,296 from \$393,850,231.

2. Section B, Table B-1 is updated to reflect the most current value of the work authorized as identified in Attachment J-10, Contract Value, Award Fee and Incentive Fee.

3. Section B, Table B-2 is updated to reflect the most current Adjusted Target Costs and Available Award Fee as identified in Attachment J-10, Contract Value, Award Fee and Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Roy M. Colvin II	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED 4/26/10	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NAS1003006/000145PAGE OF
2 2NAME OF OFFEROR OR CONTRACTOR
ASRC AEROSPACE CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Incentive Fee.</p> <p>4. Section B, Table B-3 is updated to reflect updated Work for Others (WFO) and Incentive Fee Earned-to-Date.</p> <p>5. Section B, Table B-4 is updated to reflect updated incremental funding and contract value.</p> <p>6. Update Attachment J-6 - SCA Wage Determination applicable to this contract.</p> <p>7. The following page changes shall be made to the contract to incorporate the above modification:</p> <p>Section B</p> <p>Replace page 5 with the attached revised page 5.</p> <p>Replace page 7 with the attached revised page 7.</p> <p>Replace page 8 with the attached revised page 8.</p> <p>Replace page 13, 13.1, and 13.2 with the attached revised page 13, 13.1, and 13.2.</p> <p>Attachment J-10, SCA Wage Determination</p> <p>Replace pages 1-10 with the revised pages 1-10</p> <p>8. All other terms and conditions remain unchanged.</p> <p>FOB: Destination</p>				

B.2 CONTRACT VALUE, AWARD FEE, AND INCENTIVE FEE**(a) Contract Value**

The Contract Value is comprised of the estimated cost, award fee, and incentive fee reflected in Table B-1, Contract Value. The adjusted target cost for award fee performance evaluation purposes, the amount of available award fee (AAF), and the earned award fee (EAF) are reflected in Table B-2, Adjusted Target Cost & Award Fees. The available incentive fee (AIF) and earned incentive fee (EIF) are reflected in Table B-3, Incentive Fee.

Table B-1				
Contract Value				
Contract Period	Estimated Cost*	Award Fee**	Incentive Fee***	Contract Value
Base Period				
03/01/03 to 9/30/07				
Option 1				
10/01/07 - 9/30/08				
Option 2				
10/01/08 - 9/30/09				
Option 3				
10/01/09 - 9/30/10				
Option 4				
10/01/10 - 9/30/11				
Option 5				
10/01/11 - 9/30/12				
Totals:				405,297,296
<p>*Estimated cost will initially equal the adjusted target cost plus other direct costs. However, as actual costs are reported, projected and/or finalized for CY1 the estimated cost will be adjusted accordingly. Subsequently the estimated cost will equal the "adjusted" estimated cost for CY1 plus the target cost for the subsequent CY until such time as the subsequent CY's target cost is "adjusted." This process will be repeated throughout the contract.</p>				
<p>**Award fee equals the sum of the available award fee for the current contract year plus the earned award fee for completed contract years as reflected in Table B-2.</p>				
<p>*** Incentive fee equals the available incentive fee for the current contract period plus the earned incentive fee from completed contract periods as reflected in Table B-3.</p>				

Table B-2					
Adjusted Target Cost & Award Fees					
Contract Year	Adjusted Target Cost*	Available Award Fee**	Earned Award Fee	Score	Rating
Base Period					
CY1 Award to 9/30/03				92	Excellent
CY2 10/01/03 - 9/30/04				92	Excellent
CY3 10/01/04 - 9/30/05				95	Excellent
CY4 10/01/05 - 9/30/06				97	Excellent
CY5 10/01/06 - 9/30/07				96	Excellent
Option 1					
CY6 10/01/07 - 9/30/08				97	Excellent
Option 2					
CY7 10/01/08 - 9/30/09				97	Excellent
Option 3					
CY8 10/01/09 - 9/30/10					
Option 4					
CY9 10/01/10 - 9/30/11					
Option 5					
CY10 10/01/11 - 9/30/12					
*Adjusted target cost equals the sum of the adjusted target costs for all task orders issued within each contract year.					
**AAF equals the sum of the AAF for all task orders issued within each contract year.					

Table B-3			
Incentive Fee			
Contract Period	Available Incentive Fee*	Completed WFO**	Incentive Fee Earned-to-Date***
Base Period			
03/01/03 to 9/30/07			
Option Period			
10/01/07 - 12/31/09			
Totals:			

* Equals sum of the contract period AIF for all task orders issued within each contract period. However, if unearned IF is carried over to a subsequent period, then the AIF will equal the value of the carried over IF plus the AIF for all task orders issued within that contract period.

** Equals sum of all WFO completed during the contract period.

*** Earned-to-Date means as of the contract modification reflected in the upper corner of this page.

(c) Determination of EAF

The amount of award fee earned by the contractor shall be determined in accordance with contract clause G.2 and Attachment J-3, Performance Surveillance and Award Fee Plan.

(d) Determination of EIF**(1) Computation of EIF**

The EIF during each contract period will be determined upon completion of each instance of Work for Others (WFO) or after a significant change in AIF, but no more frequently than monthly, using the following formula:

B.3 CONTRACT FUNDING (NFS 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost and fees in accordance with the Limitation of Funds clause, the total amounts allotted by the Government to this contract is \$395,408,920.56. The period of performance through which it is estimated these funds will cover, are specified in Table B-4 and B-5.

(b) Total amount of ARRA funding obligated under this contract and shown under Table B-5 are specifically for the payment of cost and fees for performance of the ARRA-funded effort and requirements specified in Task Orders (TO) 625, 626, and 627. The allotment for performance of TO 625, 626, and 627 covers the following estimated period of performance: August 31, 2009 through September 30, 2010.

Table B-4
CONTRACT FUNDING

Contract Mod	Estimated Cost	Award Fee	Incentive Fee	Total Cost & Fee	Adequate through date	Contract Value
					FUNDING	
1					4/30/2003	\$4,334,267
2					5/30/2003	\$2,208,012
4					7/11/2003	
5					8/4/2003	
6					9/3/2003	\$8,339,265
7					10/17/2003	
8					11/21/2003	\$2,097,273
9					11/21/2003	
10					1/2/2004	\$11,453,640
11					2/6/2004	
12						(\$51,803)
13					4/5/2004	
14						\$4,835,575
15					4/23/2004	
16					5/27/2004	
17					6/18/2004	
18						\$3,048,651
19					7/8/2004	
20					7/9/2004	
21					8/6/2004	
22					9/30/2004	
23					10/8/2004	\$4,564,822
24					11/12/2004	
25					11/16/2004	
26					12/30/2004	\$4,200,702
27					12/30/2004	
28					1/28/2005	
29					2/9/2005	\$15,081,736
30						(\$566,966)
31					3/8/2005	
33					5/31/2005	
34					7/15/2005	\$1,277,695
35					8/12/2005	
36					8/19/2005	
37					8/28/2005	
38					8/29/2005	\$6,846,822
39					9/30/2005	
40					10/31/2005	

CONTRACT FUNDING

Contract Mod		FUNDING					Contract Value
		Estimated Cost	Award Fee	Incentive Fee	Total Cost & Fee	Adequate through date	
42						11/30/2005	
43						12/31/2005	
44						12/31/2005	
45						12/31/2005	
46						1/9/2006	
47							\$15,953,809
48						1/20/2006	
49							(\$61,865)
50						2/24/2006	
51						3/31/2006	
52						5/1/2006	
53						8/11/2006	
54						8/30/2006	\$15,219,265
56						9/11/2006	
57						9/22/2006	
58						9/22/2006	
59							\$6,219,674
60						9/28/2006	
61						9/29/2006	
62						11/17/2006	
63						11/24/2006	
64						12/1/2006	
65						1/8/2007	\$32,796,779
67						3/30/2007	
68						6/29/2007	
69							\$14,965,848
70						8/17/2007	
71						9/3/2007	
74						9/17/2007	
75						9/17/2007	
76							\$9,337,508
77						9/24/2007	
78						9/28/2007	
79						10/19/2007	
82						10/26/2007	
83						11/2/2007	
84						1/4/2008	
85						1/18/2008	
86							\$63,321,600
88						2/22/2008	

Table B-4
CONTRACT FUNDING

Contract Mod		FUNDING					Contract Value
		Estimated Cost	Award Fee	Incentive Fee	Total Cost & Fee	Adequate through date	
90						4/8/2008	
91						4/9/2008	
92						6/10/2008	
94						8/3/2008	
95						8/31/2008	
98						9/5/2008	
99							\$ 22,129,721
100						9/19/2008	
101						9/30/2008	
103						10/20/2008	
104						11/26/2008	
105						12/22/2008	
107						12/23/2008	
108						1/21/2009	\$ 67,267,112
109							\$ 10,473,217
110						4/10/2009	
112						5/22/2009	
113						5/22/2009	
115						6/12/2009	
116						6/22/2009	
117						6/30/2009	\$ 6,473,210
118						8/12/2009	
119						8/19/2009	
120						9/4/2009	
121						9/14/2009	
122						9/14/2009	
123						10/9/2009	
125						11/6/2009	
126						11/12/2009	
130						11/16/2009	
131						11/30/2009	
132						12/1/2009	\$62,084,662
133						12/4/2009	
134						12/4/2009	
136						12/14/2009	
138						12/30/2009	
139						1/15/2010	
142						4/16/2010	
143						4/17/2010	
144						5/10/2010	
145						6/21/2010	\$11,447,065
Total						6/21/2010	\$405,297,296

Table B-5

Contract Mod	Task Orders	CONTRACT FUNDING - RECOVERY & REINVESTMENT ACT OF 2009 FUNDING					Contract Value
		CLINS	Estimated Cost	Award Fee	Total Cost & Fee	Adequate through date	
127	625	7				9/30/2010	
128	626	8				9/30/2010	
129	627	9				9/30/2010	
Total						9/30/2010	

Contract Mod	Task Orders	CONTRACT FUNDING - RECOVERY & REINVESTMENT ACT OF 2009 FUNDING					Contract Value
		CLINS	Estimated Cost	Award Fee	Total Cost & Fee	Adequate through date	
140	625	7				9/30/2010	
	626	8				9/30/2010	
	627	9				9/30/2010	
Total						9/30/2010	

Contract Mod	Task Orders	CONTRACT FUNDING - RECOVERY & REINVESTMENT ACT OF 2009 FUNDING					Contract Value
		CLINS	Estimated Cost	Award Fee	Total Cost & Fee	Adequate through date	
141	625	7				9/30/2010	
	626	8				9/30/2010	
	627	9				9/30/2010	
Total						9/30/2010	

***** THIS WAGE DETERMINATION WAS REPLACED 10/13/2009 *****
 WD 05-2117 (Rev.-8) was first posted on www.wdol.gov on 06/02/2009

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

Shirley F. Ebbesen	Division of	Wage Determination No.: 2005-2117
Director	Wage Determinations	Revision No.: 8
		Date Of Revision: 05/26/2009

State: Florida

Area: Florida Counties of Brevard, Indian River

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.36
01012 - Accounting Clerk II		14.60
01013 - Accounting Clerk III		18.43
01020 - Administrative Assistant		19.20
01040 - Court Reporter		15.96
01051 - Data Entry Operator I		11.69
01052 - Data Entry Operator II		13.31
01060 - Dispatcher, Motor Vehicle		15.81
01070 - Document Preparation Clerk		12.71
01090 - Duplicating Machine Operator		12.71
01111 - General Clerk I		12.38
01112 - General Clerk II		13.29
01113 - General Clerk III		13.81
01120 - Housing Referral Assistant		16.88
01141 - Messenger Courier		10.58
01191 - Order Clerk I		11.55
01192 - Order Clerk II		13.60
01261 - Personnel Assistant (Employment) I		13.60
01262 - Personnel Assistant (Employment) II		15.04
01263 - Personnel Assistant (Employment) III		17.12
01270 - Production Control Clerk		18.35
01280 - Receptionist		9.89
01290 - Rental Clerk		12.69
01300 - Scheduler, Maintenance		14.20
01311 - Secretary I		14.20
01312 - Secretary II		15.52
01313 - Secretary III		16.88
01320 - Service Order Dispatcher		14.37
01410 - Supply Technician		18.25
01420 - Survey Worker		15.33
01531 - Travel Clerk I		10.88
01532 - Travel Clerk II		11.76
01533 - Travel Clerk III		12.59
01611 - Word Processor I		12.21
01612 - Word Processor II		13.16
01613 - Word Processor III		15.77
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		18.40
05010 - Automotive Electrician		17.29
05040 - Automotive Glass Installer		16.35

05070 - Automotive Worker	16.35
05110 - Mobile Equipment Servicer	14.76
05130 - Motor Equipment Metal Mechanic	17.98
05160 - Motor Equipment Metal Worker	16.35
05190 - Motor Vehicle Mechanic	17.98
05220 - Motor Vehicle Mechanic Helper	13.89
05250 - Motor Vehicle Upholstery Worker	15.79
05280 - Motor Vehicle Wrecker	16.35
05310 - Painter, Automotive	17.18
05340 - Radiator Repair Specialist	16.35
05370 - Tire Repairer	13.08
05400 - Transmission Repair Specialist	17.98
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.08
07041 - Cook I	11.12
07042 - Cook II	12.08
07070 - Dishwasher	7.82
07130 - Food Service Worker	9.41
07210 - Meat Cutter	13.99
07260 - Waiter/Waitress	8.52
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.08
09040 - Furniture Handler	12.39
09080 - Furniture Refinisher	15.76
09090 - Furniture Refinisher Helper	12.74
09110 - Furniture Repairer, Minor	14.28
09130 - Upholsterer	15.76
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.32
11060 - Elevator Operator	9.32
11090 - Gardener	11.75
11122 - Housekeeping Aide	10.57
11150 - Janitor	10.00
11210 - Laborer, Grounds Maintenance	9.85
11240 - Maid or Houseman	8.27
11260 - Pruner	8.95
11270 - Tractor Operator	11.48
11330 - Trail Maintenance Worker	9.85
11360 - Window Cleaner	10.97
12000 - Health Occupations	
12010 - Ambulance Driver	15.46
12011 - Breath Alcohol Technician	17.67
12012 - Certified Occupational Therapist Assistant	23.88
12015 - Certified Physical Therapist Assistant	22.90
12020 - Dental Assistant	15.19
12025 - Dental Hygienist	23.81
12030 - EKG Technician	16.95
12035 - Electroneurodiagnostic Technologist	16.95
12040 - Emergency Medical Technician	15.46
12071 - Licensed Practical Nurse I	15.85
12072 - Licensed Practical Nurse II	17.75
12073 - Licensed Practical Nurse III	18.05
12100 - Medical Assistant	11.26
12130 - Medical Laboratory Technician	15.82
12160 - Medical Record Clerk	14.62
12190 - Medical Record Technician	15.17
12195 - Medical Transcriptionist	13.21
12210 - Nuclear Medicine Technologist	29.51
12221 - Nursing Assistant I	10.02
12222 - Nursing Assistant II	11.26
12223 - Nursing Assistant III	12.28

12224 - Nursing Assistant IV	13.80
12235 - Optical Dispenser	15.93
12236 - Optical Technician	13.58
12250 - Pharmacy Technician	11.63
12280 - Phlebotomist	13.80
12305 - Radiologic Technologist	21.82
12311 - Registered Nurse I	20.75
12312 - Registered Nurse II	25.38
12313 - Registered Nurse II, Specialist	25.38
12314 - Registered Nurse III	30.72
12315 - Registered Nurse III, Anesthetist	30.72
12316 - Registered Nurse IV	36.82
12317 - Scheduler (Drug and Alcohol Testing)	21.89
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.52
13012 - Exhibits Specialist II	20.85
13013 - Exhibits Specialist III	22.80
13041 - Illustrator I	16.29
13042 - Illustrator II	19.38
13043 - Illustrator III	21.19
13047 - Librarian	22.41
13050 - Library Aide/Clerk	9.91
13054 - Library Information Technology Systems Administrator	20.85
13058 - Library Technician	13.68
13061 - Media Specialist I	15.05
13062 - Media Specialist II	16.55
13063 - Media Specialist III	17.31
13071 - Photographer I	12.95
13072 - Photographer II	15.52
13073 - Photographer III	18.65
13074 - Photographer IV	20.40
13075 - Photographer V	22.55
13110 - Video Teleconference Technician	14.31
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.83
14042 - Computer Operator II	17.22
14043 - Computer Operator III	19.31
14044 - Computer Operator IV	21.20
14045 - Computer Operator V	23.65
14071 - Computer Programmer I	(see 1) 20.88
14072 - Computer Programmer II	(see 1) 25.76
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.83
14160 - Personal Computer Support Technician	21.20
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	26.31
15020 - Aircrew Training Devices Instructor (Rated)	31.82
15030 - Air Crew Training Devices Instructor (Pilot)	35.00
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	21.48
15070 - Flight Instructor (Pilot)	35.00
15080 - Graphic Artist	20.58
15090 - Technical Instructor	20.17
15095 - Technical Instructor/Course Developer	24.69
15110 - Test Proctor	16.27
15120 - Tutor	16.27

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.04
16030 - Counter Attendant	8.04
16040 - Dry Cleaner	10.03
16070 - Finisher, Flatwork, Machine	8.04
16090 - Presser, Hand	8.04
16110 - Presser, Machine, Drycleaning	8.04
16130 - Presser, Machine, Shirts	8.04
16160 - Presser, Machine, Wearing Apparel, Laundry	8.04
16190 - Sewing Machine Operator	10.68
16220 - Tailor	11.35
16250 - Washer, Machine	8.70
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.55
19040 - Tool And Die Maker	20.86
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.05
21030 - Material Coordinator	19.05
21040 - Material Expediter	19.05
21050 - Material Handling Laborer	10.24
21071 - Order Filler	11.67
21080 - Production Line Worker (Food Processing)	13.84
21110 - Shipping Packer	13.12
21130 - Shipping/Receiving Clerk	13.17
21140 - Store Worker I	11.27
21150 - Stock Clerk	14.99
21210 - Tools And Parts Attendant	14.66
21410 - Warehouse Specialist	14.58
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.29
23021 - Aircraft Mechanic I	22.18
23022 - Aircraft Mechanic II	23.29
23023 - Aircraft Mechanic III	24.46
23040 - Aircraft Mechanic Helper	15.59
23050 - Aircraft, Painter	19.14
23060 - Aircraft Servicer	17.47
23080 - Aircraft Worker	18.35
23110 - Appliance Mechanic	16.96
23120 - Bicycle Repairer	13.08
23125 - Cable Splicer	22.58
23130 - Carpenter, Maintenance	16.77
23140 - Carpet Layer	15.19
23160 - Electrician, Maintenance	18.94
23181 - Electronics Technician Maintenance I	18.72
23182 - Electronics Technician Maintenance II	22.70
23183 - Electronics Technician Maintenance III	25.49
23260 - Fabric Worker	14.96
23290 - Fire Alarm System Mechanic	17.44
23310 - Fire Extinguisher Repairer	13.88
23311 - Fuel Distribution System Mechanic	17.44
23312 - Fuel Distribution System Operator	16.75
23370 - General Maintenance Worker	17.61
23380 - Ground Support Equipment Mechanic	22.18
23381 - Ground Support Equipment Servicer	17.47
23382 - Ground Support Equipment Worker	18.35
23391 - Gunsmith I	17.56
23392 - Gunsmith II	20.20
23393 - Gunsmith III	22.75
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.81
23411 - Heating, Ventilation And Air Contditioning	17.77

Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	18.52
23440 - Heavy Equipment Operator	16.89
23460 - Instrument Mechanic	18.00
23465 - Laboratory/Shelter Mechanic	20.21
23470 - Laborer	11.04
23510 - Locksmith	16.96
23530 - Machinery Maintenance Mechanic	21.72
23550 - Machinist, Maintenance	17.68
23580 - Maintenance Trades Helper	12.74
23591 - Metrology Technician I	18.00
23592 - Metrology Technician II	18.89
23593 - Metrology Technician III	19.84
23640 - Millwright	20.21
23710 - Office Appliance Repairer	18.13
23760 - Painter, Maintenance	15.76
23790 - Pipefitter, Maintenance	16.79
23810 - Plumber, Maintenance	16.05
23820 - Pneudraulic Systems Mechanic	18.00
23850 - Rigger	17.99
23870 - Scale Mechanic	15.97
23890 - Sheet-Metal Worker, Maintenance	17.64
23910 - Small Engine Mechanic	15.00
23931 - Telecommunications Mechanic I	21.95
23932 - Telecommunications Mechanic II	22.94
23950 - Telephone Lineman	18.14
23960 - Welder, Combination, Maintenance	16.49
23965 - Well Driller	18.00
23970 - Woodcraft Worker	18.00
23980 - Woodworker	13.88
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.47
24580 - Child Care Center Clerk	12.13
24610 - Chore Aide	9.57
24620 - Family Readiness And Support Services Coordinator	12.05
24630 - Homemaker	14.84
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.77
25040 - Sewage Plant Operator	17.69
25070 - Stationary Engineer	18.77
25190 - Ventilation Equipment Tender	13.43
25210 - Water Treatment Plant Operator	17.69
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.03
27007 - Baggage Inspector	11.76
27008 - Corrections Officer	17.06
27010 - Court Security Officer	18.49
27030 - Detection Dog Handler	17.09
27040 - Detention Officer	17.06
27070 - Firefighter	17.70
27101 - Guard I	11.76
27102 - Guard II	17.09
27131 - Police Officer I	19.19
27132 - Police Officer II	21.34
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.83
28042 - Carnival Equipment Repairer	12.11
28043 - Carnival Equipment Worker	8.15
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.34

28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.39
28515 - Recreation Specialist	17.64
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	14.79
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.76
29020 - Hatch Tender	17.76
29030 - Line Handler	17.76
29041 - Stevedore I	17.02
29042 - Stevedore II	18.85
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	33.96
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	23.42
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	25.79
30021 - Archeological Technician I	14.56
30022 - Archeological Technician II	16.54
30023 - Archeological Technician III	20.23
30030 - Cartographic Technician	19.71
30040 - Civil Engineering Technician	20.89
30061 - Drafter/CAD Operator I	11.70
30062 - Drafter/CAD Operator II	15.05
30063 - Drafter/CAD Operator III	18.21
30064 - Drafter/CAD Operator IV	19.71
30081 - Engineering Technician I	12.91
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.88
30084 - Engineering Technician IV	22.77
30085 - Engineering Technician V	27.04
30086 - Engineering Technician VI	29.89
30090 - Environmental Technician	18.78
30210 - Laboratory Technician	22.77
30240 - Mathematical Technician	19.22
30361 - Paralegal/Legal Assistant I	13.81
30362 - Paralegal/Legal Assistant II	18.68
30363 - Paralegal/Legal Assistant III	22.84
30364 - Paralegal/Legal Assistant IV	27.66
30390 - Photo-Optics Technician	19.71
30461 - Technical Writer I	17.38
30462 - Technical Writer II	21.25
30463 - Technical Writer III	25.70
30491 - Unexploded Ordnance (UXO) Technician I	21.58
30492 - Unexploded Ordnance (UXO) Technician II	26.11
30493 - Unexploded Ordnance (UXO) Technician III	31.30
30494 - Unexploded (UXO) Safety Escort	21.58
30495 - Unexploded (UXO) Sweep Personnel	21.58
30620 - Weather Observer, Combined Upper Air Or (see 2)	18.21
Surface Programs	
30621 - Weather Observer, Senior (see 2)	19.59
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.94
31030 - Bus Driver	10.59
31043 - Driver Courier	15.56
31260 - Parking and Lot Attendant	11.35
31290 - Shuttle Bus Driver	10.93
31310 - Taxi Driver	13.42
31361 - Truckdriver, Light	13.75
31362 - Truckdriver, Medium	14.51
31363 - Truckdriver, Heavy	15.16
31364 - Truckdriver, Tractor-Trailer	15.16
99000 - Miscellaneous Occupations	

99030 - Cashier	8.84
99050 - Desk Clerk	9.13
99095 - Embalmer	22.02
99251 - Laboratory Animal Caretaker I	10.25
99252 - Laboratory Animal Caretaker II	11.13
99310 - Mortician	22.59
99410 - Pest Controller	12.43
99510 - Photofinishing Worker	10.68
99710 - Recycling Laborer	11.69
99711 - Recycling Specialist	14.40
99730 - Refuse Collector	11.13
99810 - Sales Clerk	10.60
99820 - School Crossing Guard	10.27
99830 - Survey Party Chief	14.45
99831 - Surveying Aide	9.58
99832 - Surveying Technician	13.14
99840 - Vending Machine Attendant	13.23
99841 - Vending Machine Repairer	15.46
99842 - Vending Machine Repairer Helper	13.23

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformance may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. [See Section 4.6 (C) (vi)] When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process

the request.

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000146		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable) USTDC		6. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899		7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Office of Procurement MAIL CODE OP-ES ATTN: Joyce C. McDowell KENNEDY SPACE CENTER FL 32899	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC AEROSPACE CORP Attn: NONE SPECIFIED 6303 IVY LN, STE-300 GREENBELT MD 20770-6302		9A. AMENDMENT OF SOLICITATION NO. (X)		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1003006	
				10B. DATED (SEE ITEM 13) 03/01/2003	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$8,400,078.02

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 18-52.232-77 LIMITATION OF FUNDS (MAR 1989)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purpose of this modification is to add incremental funding to the contract in the net amount of \$8,400,078.02 for a total contract obligation amount of \$403,808,999.58. This funding is considered to be adequate for contract performance through July 23, 2010 per contractor's e-mail dated May 20, 2010.

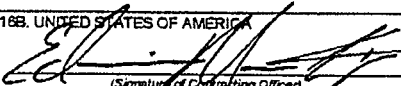
2. The following page changes shall be made to the contract to incorporate the above modifications.

Section B

3. Replace page 13, 13.1, and 13.2 with the attached revised page 13, 13.1, and 13.2.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Edwin Martinez	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 5/24/10

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	NAS1003006/000146	2	2

NAME OF OFFEROR OR CONTRACTOR
ASRC AEROSPACE CORP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	4. All other terms and conditions remain unchanged.				

B.3 CONTRACT FUNDING (NFS 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost and fees in accordance with the Limitation of Funds clause, the total amounts allotted by the Government to this contract is \$403,808,999.58. The period of performance through which it is estimated these funds will cover, are specified in Table B-4 and B-5.

(b) Total amount of ARRA funding obligated under this contract and shown under Table B-5 are specifically for the payment of cost and fees for performance of the ARRA-funded effort and requirements specified in Task Orders (TO) 625, 626, and 627. The allotment for performance of TO 625, 626, and 627 covers the following estimated period of performance: August 31, 2009 through September 30, 2010.

Table B-4
CONTRACT FUNDING

Contract Mod		FUNDING				Adequate through date	Contract Value
		Estimated Cost	Award Fee	Incentive Fee	Total Cost & Fee		
1						4/30/2003	\$4,334,267
2						5/30/2003	\$2,208,012
4						7/11/2003	
5						8/4/2003	
6						9/3/2003	\$8,339,265
7						10/17/2003	
8						11/21/2003	\$2,097,273
9						11/21/2003	
10						1/2/2004	\$11,453,640
11						2/6/2004	
12							(\$51,803)
13						4/5/2004	
14							\$4,835,575
15						4/23/2004	
16						5/27/2004	
17						6/18/2004	
18							\$3,048,651
19						7/8/2004	
20						7/9/2004	
21						8/6/2004	
22						9/30/2004	
23						10/8/2004	\$4,564,822
24						11/12/2004	
25						11/16/2004	
26						12/30/2004	\$4,200,702
27						12/30/2004	
28						1/28/2005	
29						2/9/2005	\$15,081,736
30							(\$566,966)
31						3/8/2005	
33						5/31/2005	
34						7/15/2005	\$1,277,695
35						8/12/2005	
36						8/19/2005	
37						8/28/2005	
38						8/29/2005	\$6,846,822
39						9/30/2005	
40						10/31/2005	

Table B-4
CONTRACT FUNDING

Contract Mod		FUNDING				Adequate through date	Contract Value
		Estimated Cost	Award Fee	Incentive Fee	Total Cost & Fee		
42						11/30/2005	
43						12/31/2005	
44						12/31/2005	
45						12/31/2005	
46						12/31/2005	
47						1/9/2006	
48							\$15,953,809
49						1/20/2006	
50							(\$61,865)
51						2/24/2006	
52						3/31/2006	
53						5/1/2006	
54						8/11/2006	
56						8/30/2006	\$15,219,265
57						9/11/2006	
58						9/22/2006	
59						9/22/2006	
60							\$6,219,674
61						9/28/2006	
62						9/29/2006	
63						11/17/2006	
64						11/24/2006	
65						12/1/2006	
67						1/8/2007	\$32,796,779
68						3/30/2007	
69						6/29/2007	
70							\$14,965,848
71						8/17/2007	
74						9/3/2007	
75						9/17/2007	
76						9/17/2007	
77							\$9,337,508
78						9/24/2007	
79						9/28/2007	
82						10/19/2007	
83						10/26/2007	
84						11/2/2007	
85						1/4/2008	
86						1/18/2008	
88							\$63,321,600
						2/22/2008	

Table B-4
CONTRACT FUNDING


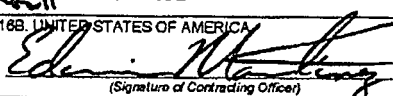
Contract Mod		FUNDING				Adequate through date	Contract Value
		Estimated Cost	Award Fee	Incentive Fee	Total Cost & Fee		
90						4/8/2008	
91						4/9/2008	
92						6/10/2008	
94						8/3/2008	
95						8/31/2008	
98						9/5/2008	
99							\$ 22,129,721
100						9/19/2008	
101						9/30/2008	
103						10/20/2008	
104						11/26/2008	
105						12/22/2008	
107						12/23/2008	
108						1/21/2009	\$ 67,267,112
109							\$ 10,473,217
110						4/10/2009	
112						5/22/2009	
113						5/22/2009	
115						6/12/2009	
116						6/22/2009	
117						6/30/2009	\$ 6,473,210
118						8/12/2009	
119						8/19/2009	
120						9/4/2009	
121						9/14/2009	
122						9/14/2009	
123						10/9/2009	
125						11/6/2009	
126						11/12/2009	
130						11/16/2009	
131						11/30/2009	
132						12/1/2009	\$62,084,662
133						12/4/2009	
134						12/4/2009	
136						12/14/2009	
138						12/30/2009	
139						1/15/2010	
142						4/16/2010	
143						4/17/2010	
144						5/10/2010	
145						6/21/2010	\$11,447,065
146						7/23/2010	
Total						7/23/2010	\$405,297,296

Table B-5

Contract Mod	Task Orders	CONTRACT FUNDING - RECOVERY & REINVESTMENT ACT OF 2009 FUNDING					Contract Value
		CLINS	Estimated Cost	Award Fee	Total Cost & Fee	Adequate through date	
127	625	7				9/30/2010	
128	626	8				9/30/2010	
129	627	9				9/30/2010	
Total						9/30/2010	

Contract Mod	Task Orders	CONTRACT FUNDING - RECOVERY & REINVESTMENT ACT OF 2009 FUNDING					Contract Value
		CLINS	Estimated Cost	Award Fee	Total Cost & Fee	Adequate through date	
140	625	7				9/30/2010	
	626	8				9/30/2010	
	627	9				9/30/2010	
Total						9/30/2010	

Contract Mod	Task Orders	CONTRACT FUNDING - RECOVERY & REINVESTMENT ACT OF 2009 FUNDING					Contract Value
		CLINS	Estimated Cost	Award Fee	Total Cost & Fee	Adequate through date	
141	625	7				9/30/2010	
	626	8				9/30/2010	
	627	9				9/30/2010	
Total						9/30/2010	

AMENDMENT OF SOLICITATION/MODIFICATION		CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000147		3. EFFECTIVE DATE 06/24/2010		4. REQUISITION/PURCHASE REQ. NO. See Schedule		5. PROJECT NO. (If applicable) USTDC	
6. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899		CODE KSC		7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Office of Procurement MAIL CODE OP-ES ATTN: Joyce C. McDowell KENNEDY SPACE CENTER FL 32899		CODE KSC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC AEROSPACE CORP Attn: NONE SPECIFIED 6303 IVY LN, STE-300 GREENBELT MD 20770-6302				(X) 9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1003006			
				10B. DATED (SEE ITEM 13) 03/01/2003			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				Net Decrease: -\$1,464,279.00			
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 18-52.232-77 LIMITATION OF FUNDS (MAR 1989)							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 3 copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is for the following:							
1. To deobligate funds in the amount of \$3,310,462 from PR 4200327449, PLI# 228 and ALI# 1. 2. To provide incremental funding in the amount of \$1,846,183 from PR 4200346925. 3. The total net change in funding is a decrease in the amount of \$-1,464,279 for a total contract obligation amount of \$390,897,652. This funding is considered to be adequate for contract performance through July 23, 2010 per contractor's e-mail dated June 22, 2010. 4. The following page changes shall be made to the contract to incorporate the above Continued ...							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) MARTIN J. CUMMINS BUSINESS MANAGER				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Edwin Martinez			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 7/2/2010		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		16C. DATE SIGNED 6/24/10.	
NSN 7540-01-152-8070 Previous edition unusable				STANDARD FORM 60 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

CONTINUATION SHEET	REFERENCE NO. OF	MENT BEING CONTINUED	PAGE	OF
	NAS1003006/000147		2	2

NAME OF OFFEROR OR CONTRACTOR
ASRC AEROSPACE CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>modifications:</p> <p>Section B - Replace page 13, 13.1, and 13.2 with the attached revised page 13, 13.1, and 13.2.</p> <p>5. All other terms and conditions remain unchanged.</p> <p>Delivery Location Code: KSC NASA/Kennedy Space Center KENNEDY SPACE CENTER FL 32899 USA</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 1

2. AMENDMENT/MODIFICATION NO.

000148

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)
USTDC

6. ISSUED BY

CODE

KSC

7. ADMINISTERED BY (If other than Item 6)

CODE

KSC

NASA/John F. Kennedy Space Center
Office of Procurement
MAIL CODE OP
KENNEDY SPACE CENTER FL 32899NASA/Kennedy Space Center
Office of Procurement
MAIL CODE OP-ES
ATTN: Joyce C. McDowell
KENNEDY SPACE CENTER FL 32899

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ASRC AEROSPACE CORP
Attn: NONE SPECIFIED
6303 IVY LN, STE-300
GREENBELT MD 20770-6302

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS1003006

10B. DATED (SEE ITEM 13)

03/01/2003

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 52.243-2 CHANGES - COST REIMBURSEMENT (AUG 1987)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purpose of this Unfinalized Contract Action (UCA) is to authorize ASRC to proceed with the necessary adjustments as delineated on the following Attachment A - University-Affiliated Spaceport Technology Contract (USTDC) FY2010 Constellation Program Operating Plan Adjustments Task Orders pursuant to FAR 52.243-2, Changes. The estimated dollar value for the reduction of work is established at \$10,000,000.

2. A definitized contract modification for the full de-scope of work required will be issued within 60 days after contract modification issuance.

3. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Edwin Martinez

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070
Previous edition unusableSTANDARD FORM 30 (REV. 10-86)
Prescribed by GSA
FAR (48 CFR) 53.243

**ATTACHMENT A - UNIVERSITY-AFFILIATED SPACEPORT TECHNOLOGY CONTRACT (USTDC) FY 2010 -
CONSTELLATION PROGRAM OPERATING PLAN ADJUSTMENTS**

TO	Title	Change
369	CCC Development	Complete the system testing for the "10-1 Build", sustain 10-1 Build complete, complete FR1 phase 1, forward plan the 11-1 build for execution in FY11, and complete all activities required for ILOA software repurposing – demonstrating the end-to-end Command and Control capability.
385	Constellation Project Configuration Management	TO scope will be reduced to decrease staff supporting design review scheduling, logistics, minutes, etc., issuance of drawing numbers, and operation of the KSC Receipt and Release Desk supporting CxP program documentation review and disposition.
485	S&MA Products for CxP Subsystem Development	Reduce scope of TO to provide specific subsystem analysis deliverables based on which designs are selected for continuation by the engineering disciplines on other Task Orders, with priority given to flight critical subsystems.
552	Safety and Mission Assurance Level IV Support for the Constellation Ground System/Elements	Reduce scope by reducing the amount of S&MA support needed in tasks 1.0 through 5.0, and terminating the AMES FMEA/CIL data entry work specified in task 6.0 at the current point.
573	Constellation Logistics Support Analysis	Reduce scope of TO to maintain critical skills for logistics analysis in the fluids, electrical and mechanical engineering disciplines. Specific subsystem analysis deliverables will be based on which subsystem designs are selected for continuation by the engineering disciplines on other Task Orders, with priority given to flight critical subsystems.
644	LETF CxP Operations and Maintenance	Reduce scope for Ops and Maintenance.
400	USTDC Design and Development Support	Remove the vertical systems engineering task (Task 2.0). Remove the ProE drawing checking task (Task 5.0). Reduce scope of Task Order to provide specific subsystem systems engineering deliverables based on which designs are selected for continuation by the engineering disciplines on other Task Orders.
579	Process Management Support for the Crew Launch Vehicle	Stop work and close.
620	LC-39B Electrical Installation Design for Constellation	Reduce scope for Installation Design.
426	Electrical Division and EDL Lab Support	Task Order scope will be reduced by decreasing the effort for subsystems design reviews, IT Security support, and electrical lab support within the EDL.
509	Spacecraft Processing Element (SPE) Electrical Support	All subsystem design efforts will be suspended. Task Order scope will be reduced to a minimum to allow only project management support for task order revisions, tracking open procurements and status reports.
585	Vertical Integration Element (VIE) Electrical Support	All subsystem design efforts will be suspended. Task Order scope will be reduced to a minimum to allow only project management support for task order revisions, tracking open procurements and status reports.
423	Pad B Electrical System Formulation Support for Exploration Ground Systems	Task Order scope will be reduced to only support KCCS and WX subsystems design and fabrication. Also project management support will be kept for task order revisions, tracking open procurements and status reports. All other subsystem designs will be suspended.
638	Electrical Ground Support Equipment (EGSE) Fabrication and Integration Support for the Mobile Launcher Element (MLE)	Task Order scope will be reduced to a minimum to allow only project management support for task order revisions, tracking open procurements and status reports.

TO	Title	Change
		Reduce scope to reflect the latest agreed upon subsystem design changes, to include the termination deferral of the design for the CMASS, GCS subsystem, and the Backshell Purge subsystems pneumatic system design.
541	Orion SPE Fluid Systems	Stop work and close out Task Order
542	Fluid Systems Integration Support	Reduce scope for fluid subsystems pertaining to Launch Complex 39B to reflect the latest agreed upon subsystem design changes.
617	Pad Fluid Systems	Reduce scope for ECS support to reflect the latest agreed upon subsystem design changes.
628	VIE Fluid Systems	
		Reduction in scope for PPBE tool revisions.
650	Engineering Directorate (NE) (PPBE) Tool Support	
	Technical Administrative Support to NE Review	
642	Boards and Panels	Reduction in scope for review board/panel support.
		Modified Task 2.0: VIEHA subsystem design through 100%. Milestone 4 Modification (100% submittal). The due date shall be moved to date 9-24-10 based on funding availability.
		Modified Task 7.0: TML basket development and testing. The contractor shall ensure the Pro/E models, layouts and drawings completed to-date are resident in DDMS. The contractor shall generate a simple report of the findings and status of the effort to-date, referencing the models and layouts. The report shall be uploaded to DDMS. The following items shall be removed from task 7.0 and shall not be executed: generation of fabrication drawings and test plans, testing, and the generation of a final report.
		Milestone 9: Report uploaded to DDMS. Due date: July 16th
		Modified Task 8.0: Orion 606H GSE Concepts. This task and associated Milestone 10 shall be deleted in its entirety.
574	VIE Handling and Access GSE Design	Stop work and close out Task Order
612	Ares V Launch Vehicle Transporter Concept Study	
370	Command, Control, Comm PM/SE&I	Reduce PM/SE&I support.
380	SSPF Spacecraft & PL CXP	Reduce Project Administration and Visualization Support
392	VAB High Bay Modification	Reduce Visualization Support
394	Hangar AF Modification	Reduce Project Mgmt support.
396	CONSTL LC-39B Integration	Reduce Visualization Support
398	CLV Mobile Launcher Proj Mgmt	Reduce Visualization Support
410	Integration Supp to CONSTL CxP	Reduce Visualization Support, SE&I SME support, Craft Labor Management, and GOSE Support
497	LX-C & UB Special Spt for CxP	Reduce Project Administration support
560	CxP MPPF Upgrade Project Suppo	Reduce Project Administration support
592	Solid Rocket Processing Elem 5	Reduce System Engineer and Schedule Analyst support
614	CxP Blast Mitigation Support	Reduce studies.
618	New LCC Comm & Tracking Lab	Reduce Project Mgmt support.
672	Launch Complex 39B	Reduce field support.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000149		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200351245	
5. PROJECT NO. (If applicable) USTDC		6. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899		7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Office of Procurement MAIL CODE OP-ES ATTN: Joyce C. McDowell KENNEDY SPACE CENTER FL 32899	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASRC AEROSPACE CORP Attn: NONE SPECIFIED 6303 IVY LN, STE-300 GREENBELT MD 20770-6302		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1003006	
				10B. DATED (SEE ITEM 13) 03/01/2003	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$748,607.00					

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.	
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 18-52.232.77 LIMITATION OF FUNDS (MAR 1989) and FAR 43.103(a)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

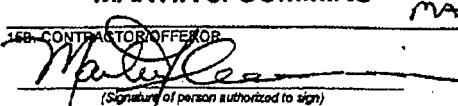
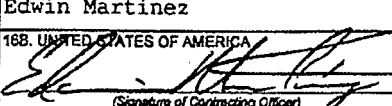
The purpose of this modification is for the following:

1. To deobligate funds in the amount of \$2,743,100 from:

PR 4200343021, PLI# 233 and ALI# 21
 PR 4200346925, PLI# 234 and ALI# 42
 PR 4200317621, PLI# 223 and ALI# 1
 PR 4200291580, PLI# 203 and ALI# 55
 PR 4200315358, PLI# 218 and ALI# 9
 PR 4200301216, PLI# 206 and ALI# 22
 PR 4200327449, PLI# 228 and ALI# 48

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) MARTIN J. CUMMINS MANAGEMENT		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Edwin Martinez	
15B. CONTRACTING OFFICER  (Signature of person authorized to sign)		15C. DATE SIGNED 7/27/2010	
15D. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		16C. DATE SIGNED 7/27/10	

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 60 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NAS1003006/000149PAGE OF
2 2NAME OF OFFEROR OR CONTRACTOR
ASRC AEROSPACE CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. To provide incremental funding in the amount of \$1,994,493 from PR 4200351245.</p> <p>3. The total net change in funding is a decrease in the amount of \$-748,607 for a total contract obligation amount of \$390,149,045. This funding is considered to be adequate for contract performance through August 13, 2010 per contractor's e-mail dated July 27, 2010.</p> <p>4. To change the number of days the Government is required to provide written notice to the contractor before the contract expires as stated under contract clause 52.217-8 "Option to Extend Services (NOV 1999)" and B.5 "Option to Extend Term of the Contract". The requirement for written notice of the Governments intent to extend before contract expires is changed from 60 days to 15 days.</p> <p>5. The following page changes shall be made to the contract to incorporate the above modifications:</p> <p>Section B - Replace page 13,13.2 and 14 with the attached revised page 13, 13.2 and 14.</p> <p>Section I- Replace page 55 with the attached revised page 55.</p> <p>6. Changes under #4 above are at no cost. All other terms and conditions remain unchanged.</p> <p>Delivery Location Code: KSC NASA/Kennedy Space Center KENNEDY SPACE CENTER FL 32899 USA</p> <p>FOB: Destination</p>				

B.3 CONTRACT FUNDING (NFS 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost and fees in accordance with the Limitation of Funds clause, the total amounts allotted by the Government to this contract is \$390,149,045. The period of performance through which it is estimated these funds will cover, are specified in Table B-4 and B-5.

(b) Total amount of ARRA funding obligated under this contract and shown under Table B-5 are specifically for the payment of cost and fees for performance of the ARRA-funded effort and requirements specified in Task Orders (TO) 625, 626, and 627. The allotment for performance of TO 625, 626, and 627 covers the following estimated period of performance: August 31, 2009 through September 30, 2010.

Table B-4
CONTRACT FUNDING

Contract Mod	FUNDING					Adequate through date	Contract Value
	Estimated Cost	Award Fee	Incentive Fee	Total Cost & Fee			
1						4/30/2003	\$4,334,267
2						5/30/2003	\$2,208,012
4						7/11/2003	
5						8/4/2003	
6						9/3/2003	\$8,339,265
7						10/17/2003	
8						11/21/2003	\$2,097,273
9						11/21/2003	
10						1/2/2004	\$11,453,640
11						2/6/2004	
12							(\$51,803)
13						4/5/2004	
14							\$4,835,575
15						4/23/2004	
16						5/27/2004	
17						6/18/2004	
18							\$3,048,651
19						7/8/2004	
20						7/9/2004	
21						8/6/2004	
22						9/30/2004	
23						10/8/2004	\$4,564,822
24						11/12/2004	
25						11/16/2004	
26						12/30/2004	\$4,200,702
27						12/30/2004	
28						1/28/2005	
29						2/9/2005	\$15,081,736
30							(\$566,966)
31						3/8/2005	
33						5/31/2005	
34						7/15/2005	\$1,277,695
35						8/12/2005	
36						8/19/2005	
37						8/28/2005	
38						8/29/2005	\$6,846,822
39						9/30/2005	
40						10/31/2005	

Table B-4
CONTRACT FUNDING

Contract Mod	FUNDING					Adequate through date	Contract Value
	Estimated Cost	Award Fee	Incentive Fee	Total Cost & Fee			
90						4/8/2008	
91						4/9/2008	
92						6/10/2008	
94						8/3/2008	
95						8/31/2008	
98						9/5/2008	
99							\$ 22,129,721
100						9/19/2008	
101						9/30/2008	
103						10/20/2008	
104						11/26/2008	
105						12/22/2008	
107						12/23/2008	
108						1/21/2009	\$ 67,267,112
109							\$ 10,473,217
110						4/10/2009	
112						5/22/2009	
113						5/22/2009	
115						6/12/2009	
116						6/22/2009	
117						6/30/2009	\$ 6,473,210
118						8/12/2009	
119						8/19/2009	
120						9/4/2009	
121						9/14/2009	
122						9/14/2009	
123						10/9/2009	
125						11/6/2009	
126						11/12/2009	
130						11/16/2009	
131						11/30/2009	
132						12/1/2009	\$62,084,662
133						12/4/2009	
134						12/4/2009	
136						12/14/2009	
138						12/30/2009	
139						1/15/2010	
142						4/16/2010	
143						4/17/2010	
144						5/10/2010	
145						6/21/2010	\$11,447,065
146						7/23/2010	
147						7/23/2010	
149						8/13/2010	
Total						8/13/2010	\$405,297,296

B.4 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor any order during the base period that would cause the annual order limitations established below to be exceeded. The period of time for the annual limitation values is based on the Government Fiscal Year (GFY).

<u>Contract Ordering Period</u>	<u>GFY</u>	<u>Annual Order Limitation</u>
Base Period 03/01/03 – 9/30/07	2003	\$25,000,000
	2004	40,000,000
	2005	45,000,000
	2006	50,000,000
	2007	60,000,000
Option 1 (Exercised)	2008	65,000,000
Option 2 (Exercised)	2009	70,000,000
Option 3 (Exercised)	2010	75,000,000

(c) Notwithstanding paragraph (b) of this section, the Contractor shall honor any order exceeding the maximum annual order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 working days after issuance, with written notice stating the Contractor's intent not to ship the item (s) or provide the services called for and the reasons.

B.5 OPTION TO EXTEND THE TERM OF THE CONTRACT

(a) This contract is renewable for the periods identified as options in clause F.5 entitled "Period of Performance and Effective Ordering Periods", at the option of the Government. The Government may unilaterally extend the term of this contract by written modification prior to the end of the contract period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The Government may exercise options singly or in combinations of up to three option periods concurrently. The preliminary notice required by this clause does not commit the Government to an extension.

(b) If the Government exercises an option(s), the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed nine years and seven months.

(d) In addition to any other regulatory requirements regarding the exercise of options, the Government will conduct at the completion of Contract Year 3 a comprehensive review of the Contractor's performance in the contract areas of University Participation

52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	DEC 1998	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS (OCT 1997)
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT Insert <u>30th</u> in Paragraph (a)(3).
52.216-18	OCT 1995	ORDERING Insert " <u>contract award</u> " through " <u>9/30/07</u> " in paragraph (a).
52.216-22	OCT 1995	INDEFINITE QUANTITY Insert " <u>TBD</u> " in paragraph (d).
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES Insert " <u>15 days prior to the end of the contract.</u> " For the period of time within which the Contracting Officer may exercise the option
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATION ON SUBCONTRACTING
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS Insert "\$ <u>0</u> " in paragraph (a).
52.222-3	AUG 1996	CONVICT LABOR
52.222-4	SEP 2000	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52-222-54	JAN 2009	EMPLOYMENT ELIGIBILITY VERIFICATION
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (ALTERNATE I) (JUL 1995)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000150		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable) USTDC		6. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899		7. ADMINISTERED BY (If other than Item 6) NASA/Kennedy Space Center Office of Procurement MAIL CODE OP-ES ATTN: Joyce C. McDowell KENNEDY SPACE CENTER FL 32899	
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code) ASRC AEROSPACE CORP Attn: NONE SPECIFIED 6303 IVY LN, STE-300 GREENBELT MD 20770-6302		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1003006	
				10B. DATED (SEE ITEM 13) 03/01/2003	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999); 43.103 (a)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

1. The purpose of this modification is to incorporate and account for severance costs under Task Order (TO) 382 Other Direct Costs (ODC) and charge to the Constellation WBS charge code: 292360.09.01.01.

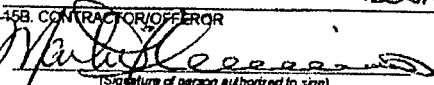
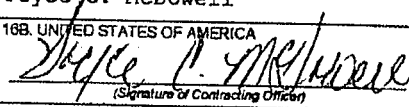
2. ASRC is hereby provided notice that the Government intends to exercise its rights under clause FAR 52.217-8, Option to Extend Services (NOV 1999). In accordance with this clause, you are notified that the Government requires performance of services under the USTDC through October 31, 2010.

3. All other terms and conditions remain unchanged.

Delivery Location Code: KSC

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) DIRECTOR, MARTIN J. CUMMINS		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Joyce C. McDowell	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
15C. DATE SIGNED 8/2/00		16C. DATE SIGNED 8/2/10	

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
ASRC AEROSPACE CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	NASA/Kennedy Space Center KENNEDY SPACE CENTER FL 32899 USA FOB: Destination				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		1 2	
000151		See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY		CODE		4200353302	
NASA/John F. Kennedy Space Center		KSC		5. PROJECT NO. (If applicable)	
Office of Procurement				USTDC	
MAIL CODE OP				7. ADMINISTERED BY (If other than Item 6)	
KENNEDY SPACE CENTER FL 32899				CODE	
				KSC	
				NASA/Kennedy Space Center	
				Office of Procurement	
				MAIL CODE OP-ES	
				ATTN: Joyce C. McDowell	
				KENNEDY SPACE CENTER FL 32899	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)		9A. AMENDMENT OF SOLICITATION NO.	
ASRC AEROSPACE CORP					
Attn: NONE SPECIFIED				9B. DATED (SEE ITEM 11)	
6303 IVY LN, STE-300					
GREENBELT MD 20770-6302				10A. MODIFICATION OF CONTRACT/ORDER NO.	
		x		NAS1003006	
				10B. DATED (SEE ITEM 13)	
				03/01/2003	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

☐ is extended, ☐ is not extended.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Net Increase:

\$2,090,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 18-52.232-77 LIMITATION OF FUNDS (MAR 1989)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purpose of this modification is to add incremental funding in the amount of \$2,090,000 for a total contract obligation amount of \$403,686,113.58. This funding is considered to be adequate for contract performance through August 20, 2010 per contractor's email dated August 12, 2010. The current Contract Value is \$441,447,066.

2. Section B, Table B-4 is updated to reflect updated incremental funding and contract value.

Section B

Replace page 13, 13.1, 13.2 and 13.3 with the attached revised page 13, 13.1, 13.2 and 13.3.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Edwin Martinez	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	8/12/10

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 36 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	NAS1003006/000151	2	2

NAME OF OFFEROR OR CONTRACTOR
ASRC AEROSPACE CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>4. All other terms and conditions remain unchanged.</p> <p>Delivery Location Code: KSC</p> <p>NASA/Kennedy Space Center</p> <p>KENNEDY SPACE CENTER FL 32899 USA</p> <p>FOB: Destination</p>				

B.3 CONTRACT FUNDING (NFS 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost and fees in accordance with the Limitation of Funds clause, the total amounts allotted by the Government to this contract is \$403,686,113. The period of performance through which it is estimated these funds will cover, are specified in Table B-4 and B-5.

(b) Total amount of ARRA funding obligated under this contract and shown under Table B-5 are specifically for the payment of cost and fees for performance of the ARRA-funded effort and requirements specified in Task Orders (TO) 625, 626, and 627. The allotment for performance of TO 625, 626, and 627 covers the following estimated period of performance: August 31, 2009 through September 30, 2010.

Table B-4
CONTRACT FUNDING

Contract Mod		FUNDING					Contract Value
		Estimated Cost	Award Fee	Incentive Fee	Total Cost & Fee	Adequate through date	
1						4/30/2003	\$4,334,267
2						5/30/2003	\$2,208,012
4						7/11/2003	
5						8/4/2003	
6						9/3/2003	\$8,339,265
7						10/17/2003	
8						11/21/2003	\$2,097,273
9						11/21/2003	
10						1/2/2004	\$11,453,640
11						2/6/2004	
12							(\$51,803)
13						4/5/2004	
14							\$4,835,575
15						4/23/2004	
16						5/27/2004	
17						6/18/2004	
18							\$3,048,651
19						7/8/2004	
20						7/9/2004	
21						8/6/2004	
22						9/30/2004	
23						10/8/2004	\$4,564,822
24						11/12/2004	
25						11/16/2004	
26						12/30/2004	\$4,200,702
27						12/30/2004	
28						1/28/2005	
29						2/9/2005	\$15,081,736
30							(\$566,966)
31						3/8/2005	
33						5/31/2005	
34						7/15/2005	\$1,277,695
35						8/12/2005	
36						8/19/2005	
37						8/28/2005	
38						8/29/2005	\$6,846,822
39						9/30/2005	
40						10/31/2005	

Table B-4
CONTRACT FUNDING

Contract Mod		FUNDING					Contract Value
		Estimated Cost	Award Fee	Incentive Fee	Total Cost & Fee	Adequate through date	
42						11/30/2005	
43						12/31/2005	
44						12/31/2005	
45						12/31/2005	
46						12/31/2005	
47						1/9/2006	
48							\$15,953,809
49						1/20/2006	
50							(\$61,865)
51						2/24/2006	
52						3/31/2006	
53						5/1/2006	
54						8/11/2006	
56						8/30/2006	\$15,219,265
57						9/11/2006	
58						9/22/2006	
59						9/22/2006	
60							\$6,219,674
61						9/28/2006	
62						9/29/2006	
63						11/17/2006	
64						11/24/2006	
65						12/1/2006	
67						1/8/2007	\$32,796,779
68						3/30/2007	
69						6/29/2007	
70							\$14,965,848
71						8/17/2007	
74						9/3/2007	
75						9/17/2007	
76						9/17/2007	
77							\$9,337,508
78						9/24/2007	
79						9/28/2007	
82						10/19/2007	
83						10/26/2007	
84						11/2/2007	
85						1/4/2008	
86						1/18/2008	
88							\$63,321,600
						2/22/2008	

Table B-4
CONTRACT FUNDING

Contract Mod		FUNDING				Adequate through date	Contract Value
		Estimated Cost	Award Fee	Incentive Fee	Total Cost & Fee		
90						4/8/2008	
91						4/9/2008	
92						6/10/2008	
94						8/3/2008	
95						8/31/2008	
98						9/5/2008	
99							
100							\$ 22,129,721
101						9/19/2008	
103						9/30/2008	
104						10/20/2008	
105						11/26/2008	
107						12/22/2008	
108						12/23/2008	
109						1/21/2009	\$ 67,267,112
110							\$ 10,473,217
112						4/10/2009	
113						5/22/2009	
115						5/22/2009	
116						6/12/2009	
117						6/22/2009	
118						6/30/2009	\$ 6,473,210
119						8/12/2009	
120						8/19/2009	
121						9/4/2009	
122						9/14/2009	
123						9/14/2009	
125						10/9/2009	
126						11/6/2009	
130						11/12/2009	
131						11/16/2009	
132						11/30/2009	
133						12/1/2009	\$62,084,662
134						12/4/2009	
136						12/4/2009	
138						12/14/2009	
139						12/30/2009	
142						1/15/2010	
143						4/16/2010	
144						4/17/2010	
145						5/10/2010	
146						6/21/2010	\$11,447,065
147						7/23/2010	
149						7/23/2010	
150						8/13/2010	
151							
Total						8/20/2010	
						8/20/2010	\$441,447,066

Table B-5

Contract Mod	Task Orders	CONTRACT FUNDING - RECOVERY & REINVESTMENT ACT OF 2009 FUNDING					Contract Value
		CLINS	Estimated Cost	Award Fee	Total Cost & Fee	Adequate through date	
127	625	7				9/30/2010	
128	626	8				9/30/2010	
129	627	9				9/30/2010	
Total						9/30/2010	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

2

2. AMENDMENT/MODIFICATION NO.

000152

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

4200355780

5. PROJECT NO. (If applicable)

USTDC

6. ISSUED BY

CODE

KSC

7. ADMINISTERED BY (If other than Item 6)

CODE

KSC

NASA/John F. Kennedy Space Center
Office of Procurement
MAIL CODE OP
KENNEDY SPACE CENTER FL 32899

NASA/Kennedy Space Center
Office of Procurement
MAIL CODE OP-ES
ATTN: Joyce C. McDowell
KENNEDY SPACE CENTER FL 32899

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ASRC AEROSPACE CORP
Attn: NONE SPECIFIED
6303 IVY LN, STE-300
GREENBELT MD 20770-6302

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS1003006

10B. DATED (SEE ITEM 13)

03/01/2003

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Net Increase:

\$6,103,398.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

18-52.232-77 LIMITATION OF FUNDS (MAR 1989); 52-217-8 OPTION TO EXTEND SERVICES (NOV 1999); 43.103 (a)

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor

☐ is not☒ is required to sign this document and return _____ 3 _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purpose of this modification is to deobligate funds in the amount of \$6,169,993 from:

PR4200351245, PLI# 235 and ALI 1602
PR4200317325, PLI# 222 and ALI 1073
PR4200334052, PLI# 231 and ALI 1423
PR4200315093, PLI# 271 and ALI 1027
PR4200278196, PLI# 198 and ALI 568
PR4200278196, PLI# 198 and ALI 569
PR4200310389, PLI# 185 and ALI 116
PR4200310389, PLI# 208 and ALI 907

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

MARTIN J. CUMMINS

DIRECTOR, BUSINESS MANAGEMENT

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Roy M. Colvin II

15B. CONTRACTOR/REFEROR

15C. DATE SIGNED

8/19/2010

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

8/19/2010

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-52-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	NAS1003006/000152	2	2

NAME OF OFFEROR OR CONTRACTOR
ASRC AEROSPACE CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. To provide incremental funding in the amount of \$6,103,398 from PR 4200355780.</p> <p>3. The total net change in funding is a decrease in the amount of \$-66,595 for a total contract obligation amount of This funding is considered to be adequate for contract performance through September 08, 2010 per the contractor's e-mail dated August 18, 2010.</p> <p>4. ASRC is hereby provided notice that the Government intends to exercise its rights under clause FAR 52.217-8, Option to Extend Services (NOV 1999). In accordance with this clause, you are notified that the Government requires performance of services under the USTDC through February 28, 2011.</p> <p>5. The following page changes shall be made to the contract to incorporate the above modifications:</p> <p>Section B - Replace pages 13 through 13.3 with the attached revised pages 13 through 13.3</p> <p>6. Changes under Item 4 above are at no cost. All other terms and conditions remain unchanged. Delivery Location Code: KSC NASA/Kennedy Space Center KENNEDY SPACE CENTER FL 32899 USA</p> <p>FOB: Destination</p>				

B.3 CONTRACT FUNDING (NFS 18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost and fees in accordance with the Limitation of Funds clause, the total amounts allotted by the Government to this contract is \$409,789,511. The period of performance through which it is estimated these funds will cover, are specified in Table B-4 and B-5.

(b) Total amount of ARRA funding obligated under this contract and shown under Table B-5 are specifically for the payment of cost and fees for performance of the ARRA-funded effort and requirements specified in Task Orders (TO) 625, 626, and 627. The allotment for performance of TO 625, 626, and 627 covers the following estimated period of performance: August 31, 2009 through September 30, 2010.

Table B-4
CONTRACT FUNDING

Contract Mod	FUNDING				Adequate through date	Contract Value
	Estimated Cost	Award Fee	Incentive Fee	Total Cost & Fee		
1					4/30/2003	\$4,334,267
2					5/30/2003	\$2,208,012
4					7/11/2003	
5					8/4/2003	
6					9/3/2003	\$8,339,265
7					10/17/2003	—
8					11/21/2003	\$2,097,273
9					11/21/2003	
10					1/2/2004	\$11,453,640
11					2/6/2004	
12						(\$51,803)
13					4/5/2004	
14						\$4,835,575
15					4/23/2004	
16					5/27/2004	
17					6/18/2004	
18						\$3,048,651
19					7/8/2004	
20					7/9/2004	
21					8/6/2004	
22					9/30/2004	
23					10/8/2004	\$4,564,822
24					11/12/2004	
25					11/16/2004	
26					12/30/2004	\$4,200,702
27					12/30/2004	
28					1/28/2005	
29					2/9/2005	\$15,081,736
30						(\$566,966)
31					3/8/2005	
33					5/31/2005	
34					7/15/2005	\$1,277,695
35					8/12/2005	
36					8/19/2005	
37					8/28/2005	
38					8/29/2005	\$6,846,822
39					9/30/2005	
40					10/31/2005	

Table B-4
CONTRACT FUNDING

Contract Mod		FUNDING				Adequate through date	Contract Value
		Estimated Cost	Award Fee	Incentive Fee	Total Cost & Fee		
42						11/30/2005	
43						12/31/2005	
44						12/31/2005	
45						12/31/2005	
46						1/9/2006	
47							\$15,953,809
48						1/20/2006	
49							(\$61,865)
50						2/24/2006	
51						3/31/2006	
52						5/1/2006	
53						8/11/2006	
54						8/30/2006	\$15,219,265
56						9/11/2006	-
57						9/22/2006	
58						9/22/2006	
59							\$6,219,674
60						9/28/2006	
61						9/29/2006	
62						11/17/2006	
63						11/24/2006	
64						12/1/2006	
65						1/8/2007	\$32,796,779
67						3/30/2007	
68						6/29/2007	
69							\$14,965,848
70						8/17/2007	
71						9/3/2007	
74						9/17/2007	
75						9/17/2007	
76							\$9,337,508
77						9/24/2007	
78						9/28/2007	
79						10/19/2007	
82						10/26/2007	
83						11/2/2007	
84						1/4/2008	
85						1/18/2008	
86							\$63,321,600
88						2/22/2008	

Table B-4
CONTRACT FUNDING

Contract Mod	FUNDING					Adequate through date	Contract Value
	Estimated Cost	Award Fee	Incentive Fee	Total Cost & Fee			
90						4/8/2008	
91						4/9/2008	
92						6/10/2008	
94						8/3/2008	
95						8/31/2008	
98						9/5/2008	
99							\$ 22,129,721
100						9/19/2008	
101						9/30/2008	
103						10/20/2008	
104						11/26/2008	
105						12/22/2008	
107						12/23/2008	
108						1/21/2009	\$ 67,267,142
109							\$ 10,473,217
110						4/10/2009	
112						5/22/2009	
113						5/22/2009	
115						6/12/2009	
116						6/22/2009	
117						6/30/2009	\$ 6,473,210
118						8/12/2009	
119						8/19/2009	
120						9/4/2009	
121						9/14/2009	
122						9/14/2009	
123						10/9/2009	
125						11/6/2009	
126						11/12/2009	
130						11/16/2009	
131						11/30/2009	
132						12/1/2009	\$62,084,662
133						12/4/2009	
134						12/4/2009	
136						12/14/2009	
138						12/30/2009	
139						1/15/2010	
142						4/16/2010	
143						4/17/2010	
144						5/10/2010	
145						6/21/2010	\$11,447,065
146						7/23/2010	
147						7/23/2010	
149						8/13/2010	
150							
151						8/20/2010	
152						9/8/2010	
Total						9/8/2010	\$405,297,296

Table B-5

Contract Mod	Task Orders	CONTRACT FUNDING - RECOVERY & REINVESTMENT ACT OF 2009 FUNDING					Contract Value
		CLINS	Estimated Cost	Award Fee	Total Cost & Fee	Adequate through date	
127	625	7				9/30/2010	
128	626	8				9/30/2010	
129	627	9				9/30/2010	
Total						9/30/2010	

Contract Mod	Task Orders	CONTRACT FUNDING - RECOVERY & REINVESTMENT ACT OF 2009 FUNDING					Contract Value
		CLINS	Estimated Cost	Award Fee	Total Cost & Fee	Adequate through date	
140	625	7				9/30/2010	
	626	8				9/30/2010	
	627	9				9/30/2010	
Total						9/30/2010	

Contract Mod	Task Orders	CONTRACT FUNDING - RECOVERY & REINVESTMENT ACT OF 2009 FUNDING					Contract Value
		CLINS	Estimated Cost	Award Fee	Total Cost & Fee	Adequate through date	
141	625	7				9/30/2010	
	626	8				9/30/2010	
	627	9				9/30/2010	
Total						9/30/2010	